General information and overview of benefits

Diving instructors liability insurance provided under the dive card professional

Whoever works as and/or is training to be a freelance diving instructor, whoever works as an underwater photographer, underwater biologist, or carries out a similar activity requires appropriate liability insurance.

The dive card professional's professional liability insurance provided by R+V Allgemeine Versicherung AG, offers the following group of people a customised insurance solution tailored to these activities

Persons who under the law, are self-employed

- diving instructors;
- underwater tour guides;
- underwater biologists;
- underwater photographers;
- underwater archaeologists;

Diving instructors liability insurance covers you against damages arising from risks related to your work as a diving instructor, where you are liable for such damages and must therefore pay other people compensation.

Under this cover, the insurer does not just settle claims, but also checks whether and to what extent there is an obligation to pay damages, equally fending off unfounded claims for damages.

Diving instructors liability insurance covers for example the risk of the liabilities which you might incur as the result of the breach of your supervisory duty, duty of care and/or duty to exercise due care while working as a diving instructor.

The diving instructors liability insurance policy offers cover worldwide. Whoever incurs liability for damages while providing diving instruction overseas is covered.

The sum insured for diving instructors liability insurance available under the aqua med dive card professional meets the PADI standard and amounts, for each insured event, to

3,500,000 EUR	in all for personal injury and property damage
100,000 EUR	for pecuniary damage

and is available twice for all insured events in any one insurance year;

Coverage is however not available in all conceivable cases, otherwise the price of the dive card professional would rise disproportionately. This is why some things are not covered by the insurance. The insurance excludes notably all damages resulting from deliberate acts, damages which are not related to the insured activities, or which were caused while using a motor vehicle, water-craft, aircraft or motor vehicle trailer and/or were the result of making a claim in the capacity of owner or registered keeper of such a vehicle.

The information set out above is intended merely to provide an initial overview of diving instructors liability insurance. This information is however not conclusive. For the full policy terms, please refer to the application and the General Conditions of Insurance for Third Party Liability Insurance, together with all other Specific Conditions and Agreements for the Diving Instructors Liability Insurance under the dive card professional. Please therefore read through all the policy terms carefully.

aqua med
Diving instructor liability insurance
as part of the "dive card professional"

Updated 01/2008

1. GENERAL PART
1.1 Policy holder/insured person
1.2 Business description
1.3 Object of the insurance
1.4 Co-insured persons
1.5 Arbitration panel agreements
1.6 Sums insured
1.7 Accumulation clause
1.8 Duration of contract / cancellation
2. LIMITATIONS AND EXTENSIONS OF COVERAGE COMPARED TO THE GENERAL TERMS AND CONDITIONS OF INSURANCE OF LIABILITY INSURANCE (AHB – GTCLI)
2.1 Losses occuring abroad
2.2 Loading and unloading damage
2.3 Breach of data protection provisions
2.4 Damage to property worked upon
2.5 Motor vehicles including machines
3. RESTRICTIONS OF RISK
4. ENVIRONMENTAL LIABILITY BASIC INSURANCE
4.1 Object of the insurance
4.2 Restrictions of risk
4.3 Extensions of coverage
4.4 Insured event
4.5 Costs prior to occurrence of the insured event
4.6 Non-insured circumstances
4.7 Batch clause / deductible / accumulation clause
4.8 Run-off coverage
4.9 Insured events abroad

1. GENERAL PART

1.1 Policy Holder / insured person

Insured persons are all persons holding a valid *"aqua med dive card professional".*

1.2 Business description

Legally self-employed
- diving instructors
- underwater tour guides
- underwater biologists
- underwater photographers
- underwater archaeologists including any assistants

1.3 Object of the insurance

1. Insurance cover is provided on the basis of the General Terms and Conditions of Liability Insurance (GTCLI) and the following agreements for the legal liability under private law of the insured persons established by reason of the characteristics, legal relations and activities arising from the business as described (see para. 3 and 4.6).

2. With respect to compensation claims arising from damage caused by environmental impacts and all other damage resulting there from (environmental damage), insurance cover is only provided in accordance with the provisions of para. 1 'General Part' and para. 4 "Environmental liability basic insurance", unless specific provisions expressly state otherwise.

3. Damage caused by fire, explosion and blasts are deemed to be damage caused by environmental impact within the definition of the aforementioned paragraph.

1.4. Co-insured persons

1. Insurance cover under this agreement is extended to the legal liability of
the vicarious agents of the insured person and other persons appointed by the latter for the purpose of managing or supervising the insured operation or parts thereof.

2. all other employees – apart from other diving instructors –, who in the course of their employ ment duties work within the operation of the insured person. Any other liability insurance that may have been arranged will take precedence over this insurance. Excluded here from are such compensation claims arising from bodily injury, which are occupational accidents and work-related illnesses within the operation of the insured person within the terms of the German Social Security Code VII. The same applies for service-related accidents within the definition of the regulations governing civil servants, which, through performance of service, are sustained by civil servants of the same department/office.

3. of former vicarious agents of the policy holder who have retired from the service of the latter and other employees as a result of their former employment service for the insured person.

1.5 Arbitration panel agreements

The agreement of an arbitration panel hearing prior to the occurrence of an insured event does not affect the insurance cover if the arbitration panel meets the following minimum requirements:

1. The arbitration panel is comprised of at least three arbitrators. The Chairman must be a lawyer and should have the qualifications to exercise the functions of a judge. If the parties have their registered business addresses in different countries, he/she may not be a national of either of the countries of the parties.

2. The arbitration panel will reach decisions based on substantive law and not simply at its reasonable discretion (unless in the case of a legal settlement, provided the insurer was allowed to participate in the process). The applicable substantive law must be specified upon conclusion of the agreement to arbitrate.

3. The arbitration award will be documented in writing and have its reasoning stated. The reasoning for the decision will state the supporting legislation. The insured person is committed to inform the insurer immediately as to the commencement of an arbitration panel hearing and enable the insurer to participate in the arbitration panel hearing to the same extent as it would be able to in an ordinary legal process. With regard to the selection by the insured person of the arbitrators to the appointed, the insurer will be granted the final decision.

1.6. Sums insured

1. The sums insured per insured event for each in-sured person in respect of public and products liability insurance - without environmental liability pursuant to para. 4 - amount to
EUR 3,500,000.00 per insured event for bodily injury and damage to property
EUR 100,000.00 for financial losses
with twice these amounts being available for all insured events within one insurance year.
Alternative sums insured: see para. 2.1 to 2.4

2. The sum insured per insured event for each insured person in respect of environmental liability (para. 4) amounts to EUR 3,500,000.00 for bodily injury and damage to property with the same amount being available for all insured events within one insurance year. Alternative sums insured: see para. 4.5.5, 4.9.3.

1.7 Accumulation clause

If several insured events are related to
- the same cause or
- the same causes

where between these there is a particular factual and temporal connection, and if insurance cover is provided for some of these insured events under the terms of this public and products liability insurance and insurance cover for another part of these insured events is provided under environmental liability insurance, these insured events will not be covered by the total of the two insured sums, but instead, where the sums insured are equal,by no more than one insured sum, otherwise by the maximum sum of the higher of the sums insured. Where the insured events covered by the public and products liability insurance or the environmental liability insurance occur in different insurance years, the determination of the maximum insured amount for these insured events depends on the insurance year in which the first event insured under the public and products liability insurance occurs.

1.8 Duration of contract / cancellation

The start of the agreement is the date of validity of the aqua med dive card professional, as issued by *aqua med reise- und tauchmedizin* in Bremen.

2. LIMITATIONS AND EXTENSIONS OF COVERAGE COMPARED TO THE GENERAL TERMS AND CONDITIONS OF INSURANCE OF LIABILITY INSURANCE (GTCLI)

2.1 Losses occurring abroad

1. Contrary to Section 4 I 3 GTCLI - insurance cover is extended to the legal liability of the insured person due to accidents occurring abroad in relation to diving and/or the provision of diving instruction. The insurance cover does not apply to compensation claims relating to foreign-based premises, e.g. sales branches, storage facilities, diving centres and similar.

2. Excluded from the insurance cover are occupational accidents and work-related illnesses sustained by persons employed by the insured person or entrusted there with the performance of work. Insurance cover, however, is extended to compensation claims against the insured person by reason of occupational accidents and work-related illnesses which are covered by the German Social Security Code VII (see Section 4 I 3 GTCLI).

3. The insurer will render payments of compensation in Euro. Where the payment destination is located outside of the states that belong to the European Monetary Union, the obligations of the insurer are deemed fulfilled from the time that the Euro sum is remitted for payment in a bank located in the European Monetary Union.

4. The following additional provisions apply upon the assertion of compensation claims before US and/or Canadian courts or according to the law of the US and/or Canada:

a) Contrary to Section 3 III 4 GTCLI the expenses of the insurer made in respect of costs will be taken into account as payments made in respect of the sum insured.
Costs are:

Costs of attorneys, experts, witnesses and courts, costs incurred in the avoidance or mitigation of damage at the time of or after the insured event as well as costs in the ascertainment of the loss, including costs of travel not incurred by the insurer itself. This also applies where the costs were incurred as the result of the insurer's instructions.

b) Insurance cover is not extended to claims for compensation which have a penal character, in particular punitive and exemplary damages.

c) The amount of compensation per insured person is EUR 2,500,000.00 for bodily injury and property damage, EUR 100,000.00 for financial loss with twice these amounts being available for all insured occurring within an insurance year within the terms of the sums insured agreed pursuant to para. 1.6.1.

d) Deductible payable by the insured persons for each case of bodily injury, property damage and/or financial loss including the costs resulting there from: EUR 10,000.00

2.2 Loading and unloading damage

Contrary to Section 4 I 6 b) GTCLI, insurance cover is extended to the legal liability in relation to damage caused to land vehicles and vessels through or during loading and unloading and the financial loss resulting there from. Insurance cover is extended to cargo provided

- the cargo is not intended for the policy holder,
- the cargo does not relate to products of the insured persons' or which are supplied by a contractor on the formers' instructions or for their account or
- the transport of the cargo is not undertaken by the insured persons or by contractors in the name or on the account of the former.

The sum insured per insured person is EUR 30,000.00 per insured event with twice this amount being available for property damage occurring within an insurance year within the terms of the agreed sums insured. Deductible of the insured person for each instance of damage: EUR 250.00

2.3 Breach of data protection provisions

Contrary to Section 4 II 6 h) GTCLI, insurance cover is extended to the statutory liability in relation to the financial loss arising from the breach of data protection provisions through the misuse of personal data.

The sum insured per insured person is EUR 30,000.00 per insured event with twice this amount being available for losses occurring within an insurance year within the terms of the insured sumd agreed for financial loss pursuant to para. 1.6.1.

2.4 Damage to property worked upon

1. Contrary to Section 4 I 6 b) GTCLI, insurance cover is extended to the legal liability in relation to damage caused to third-party property through the commercial or occupational activity of the insured person on or with the same property, together with all the financial losses resulting there from. The exclusions contained in Section 4 I 6 para. 3 GTCLI (claims for specific performance) and in Section 4 II 5 GTCLI (damage to manufactured or supplied works or goods) remain unaffected. Still excluded are claims relating to the damage of property that is or was in the possession of the insured persons by way of contract manufacturing or processing, repair or other purposes, or possession of which was assumed by it. Loading and unloading damage, see para. 2.2

2. The sum insured per insured event for each insured person amounts to EUR 3,000.00 with twice this amount being available for all damage occurring within an insurance year within the terms of the sums insured agreed for property damage. Deductible of the insured persons for each instance of damage: EUR 250.00

2.5 Motor vehicles including machines

consisting of own, hired and loaned (not liable to mandatory registration and insurance)

1. motor vehicles and trailers that only operate on non-public routes and spaces, irrespective of the maximum speed;

2. motor vehicles with a top speed less than 6 km/h;

3. self-propelled machines up to 20 km/h.

These vehicles are not subject to the exclusions set out in Section 1, 2 b) and Section 2, 3 c) GTCLI. The insurer is released from its obligetions to pay compensation if, upon the insured event occurring on public routes and spaces, the driver of a motor vehicle was not in possession of the prescribed driving licence or where an unauthorised driver used the vehicle. The insurer remains obliged to pay compensation with regard to the insured person if the latter, independent of negligence, could assume the existence of the driving licence or did not knowingly allow the use of the motor vehicle by the authorised driver.

3 RESTRICTIONS OF RISK

Excluded from insurance cover are compensation claims:

1. in relation to damage caused by risks that are not in accordance with the business description;

2. in relation to salvaging wrecks, lifting vessels, the performance of repair and service work above and below water;

3. in relation to damage caused by diffusing old war munitions and similar;

4. in relation to damage caused by operating diving centres, hyperbaric chambers and similar;

5. in relation to damage arising from operating as a tour guide or tour operator;

6. in relation to damage caused or emanating through and from self-owned, hired, rented or leased real property and buildings;

7. in relation to damage caused by the insured person, a co-insured person or a person appointed or commissioned by it through the use of a motor vehicle or a vessel or for which a claim is made against them as the keeper or owner of a vessel. If on the basis of these provisions no insurance cover is available to the insured person or co-insured persons, all other insured persons are accordingly not covered. An activity performed by the persons named in the first paragraph on a motor vehicle, motor vehicle trailer and vessel does not constitute use within the definition of this provision if none of these persons is the keeper or owner of the vehicle and if the vehicle is not hereby put into operation;

8. in relation to environmental impacts and all other damage resulting there from, insofar as this does not relate expressly to insured environmental damage (see para. 4);

9. in relation to damage connected with mining (as defined by Section 114 Federal Mining Act), insofar as this concerns damage caused to real property, its constituent parts and appurtenances;

10. in relation to damage caused to factored goods;

11. resulting from property damage caused by demolition work within a circumference the radius of which corresponds to the building to be demolished;

12. against the persons (insured persons or every co-insured person), that caused the damage through the deliberate infringement of statutory, regulatory or other handling of flammable or explosive materials contrary to duty. Insurance cover is extended to the insured person if the said breach was perpetrated by its contractors without the knowledge or against the will of the insured person and/or its representatives;

13. in relation to damage that directly or indirectly concerns war, other hostile actions, riots, civil commotion, general strikes or directly caused by interventions or action of public authorities. The same applies for damage caused by force majeure where elementary natural forces have had an impact.

4 **ENVIRONMENTAL LIABILITY**

GENERAL INSURANCE

The environmental liability basic insurance covers the following:

4.1 Object of the insurance

1. Contrary to Section 4 I 8 GTCLI, insurance cover is extended under the terms and within the scope of this agreement to legal liability according to private law of the insured person as a result of bodily injury and property damage caused by environmental impact, where this environmental impact was not caused or emanated from facilities or the activities within the definition of para. 4.2. Damage caused by fire, explosion and blasts are deemed to be damage caused by environmental impact with the definition of the aforementioned paragraph. Insurance cover for blasting is only provided where this has been expressly agreed.

2. Pursuant to Section 1, 1 GTCLI insured cover is also extended to financial losses arising from the breach of rights of appropriation, the right to an established and operating business, user rights or authorities granted under water legislation. These will be treated similarly to property damage.

3. Pursuant to para. 1, partially contrary to Section 4 I 5 GTCLI, the scope of cover includes statutory compensation claims due to property damage caused by the gradual impact of heat, gases, steam, dampness, deposits (smoke, soot, dust and such like).

4. Insurance cover is also provided where stored substances, during their use in the proximity of and in connection with insured facilities, find their way into the ground, air or water (including watercourses) without being discharged or dumped there.

5. The insurance cover is also extended to the liability for damage to a third party caused from the fact that substances find their way into waste way and from there into watercourses.

4.2 Restrictions of risk

Insurance cover is not extended to liability arising from environmental impacts relating to

1. facilities of the policy holder which are designed to produce, process, store, deposit, convey or channel

away water polluting substances (facilities defined

under the Water Resources Act).

2. facilities of the policy holder pursuant to Appendix 1 of the German Environmental Liability Act (facilities defined by Environmental Liability Act / Appendix 1).
3. facilities of the policy holder where under environmental protection legislation it requires an approval or notification (other declarable facilities).
4. sewage facilities of the policy holder or the introducing or discharging by the policy holder of substances in a watercourse or having an effect on water of a nature whereby the physical, chemical or biological characteristics of the water are changed, (sewage facilities and impact risk).
5. facilities of the policy holder pursuant to Appendix 2 of the Environmental Liability Act (facilities defined by the Environmental Liability Act / compulsory liability insurance).
6. the planning, manufacture, delivery, supply, assembly, disassembly, maintenance and servicing of facilities pursuant to paras. 1 to 5 or parts that are evidently intended for facilities pursuant to paras. 1 to 5, if the insured person itself is not the owner of the facility (environmental liability recourse).

4.3 Extensions of insurance cover

1. The insurance cover pursuant to para. 4.1.1 is also extended to:
   a) Substances in non-registerable and non insurable
      motor vehicles and self-propelling machines located at home, insofar as this is covered by the insurance cover under the terms of the commercial third party liability insurance, contrary in this regard to para. 4.6.14;
   b) environmentally hazardous substances stored and used at home in containers up to 205 l/kg capacity (small size), provided the total capacity of the small size containers at hand does not exceed 500 l/kg.

   for a) and b) the following applies:
   Still excluded here from are halogenated and partially halogenated hydrocarbons (e.g. CHC, CFC and PCB).
   Provisions regarding future risks cover / increases and extensions:
   a) The provisions of Section 1 para. 2 c) and Section 2 GTCLI - future risks cover – are not applicable. The insurance cover for new risks in this regard requires special agreement.
   b) Section 1 para. 2 b) GTCLI increases and extensions likewise is not applicable. Not affected hereby are volume-related changes of substances within the risks insured under para. 1.

4.4 Insured event

An insured event is - contrary to Section 1, 1 and Section 5, 1 GTCLI – the verifiable first discovery of the bodily injury (death, injury or damage to health of a person), property damage (damage to or destruction of property) or one of the insured financial losses pursuant to para. 4.1.1 caused by the claimant, another third party or the insured person. The insured event must occur within the period the insurance is valid. It is not crucial in this respect if at this time the cause or the extent of the damage or the possibility of asserting compensation claims was already identifiable.

4.5 Costs prior to occurrence of the insured event

1. The insurer will also compensate for expenses of the insured person, even where an insured event has not occurred
   – following a business disruption or
   – by reason of a governmental order
   for measures taken for the prevention or mitigation of an otherwise unavoidable bodily injury, property damage or financial loss insured pursuant to para. 4.1.1. The identification of the disruption to the operation or the governmental order must occur during the period in which the insurance is valid, with the earlier point in time being definitive.
2. Costs incurred by way of governmental orders as defined in para. 1 will be assumed under the conditions specified there irrespective of the fact that the measures were performed by the insured person or by the public authorities by way of execution by substitution.
3. Within the terms of the total amount agreed for costs pursuant to para. 4.5, the costs of the insured person will be fully compensated if the insured person
   a immediately informed the insurer about the identification of the disruption of this type to the business operation or about a governmental order, and has undertaken everything required to limit the costs to what is necessary and objectively suitable to prevent the occurrence of damage or to mitigate the extent of the damage, and upon being demanded by the insurer, submitted an objection within the time limit against governmental orders or
   b) consulted with the insurer with regard to the measures. If due to time constraints such a consultation is not possible in specific cases, the insurer will reimburse the costs that the insured person could deem to be reasonable given the circumstances.
4. If the conditions of para. 3 are not fulfilled, costs will only be reimbursed to the extent that they were necessary and objectively suitable to prevent the occurrence of damage or to mitigate the extent of the damage.
5. The sum insured for this type of expense for each insured person amounts to
   EUR 300,000.00 per operational disruption or governmental order
   with the same amount being available for all damage occurring within an insurance year within the terms of the agreed insured amounts. The insured person is required to pay EUR 1,000.00 in respect of the costs itself.
   If damage occurs despite the implementation of the measures, the costs reimbursed by the insurer will be added to constitute part of the amount of compensation payable for the insured event, unless the reimbursement of these costs under the terms of the annual maximum limit of indemnity actually reduced the compensation payable for insured events occurring during a previous insurance year.
6. In any case no reimbursement of costs – even where these are within the definition of para. 1 – for the maintenance, repair, renewal, refitting, securing or renovation of plant and equipment, property lots or property (including that which is hired, rented, leased etc.) of the policy holder cannot be compensated; including that which was previously in the ownership or possession of the policy holder. However there will be reimbursement of such costs as required for the avoidance or mitigation of an otherwise unavoidable bodily injury, property damage or insured financial loss pursuant to para. 4.1.1 in the event that plant and equipment, property lots or the property of the policy holder, which were not affected by an environmental impact, have to be encroached upon. Any increases in value are to be deducted.

4.6 Non-insured circumstances

Excluded from insurance cover are:

1. Claims for damage caused through the handling of substances hazardous to waters where these substances are scattered, drip, drain off, evaporate, vaporise or through a similar manner find their way into the ground or a watercourse. This does not apply where occurrences of this type are caused by an operational disruption;
2. Claims for damage caused by an environmental impact that is operationally unavoidable, necessary or accepted. This does not apply where the insured person produces proof that given the state of technology at the time of the environmental impact that caused the damage, it could not have known of the possibility of this type of damage occurring given the circumstances of the individual case;
3. Claims for damage that already occurred at the time the agreement commenced;
4. Claims for damage where insurance cover is available under the terms of earlier insurance agreements or which could have been applied for;
5. Claims for damage resulting from the situation where the insured person acquired or came into possession of property lots after the start of the insurance agreement where the said property lots at that time were already affected by an environmental impact;
6. Claims for damages resulting for the ownership, possession or operation of plant or facilities for the final disposal of waste;
7. Claims for damage resulting from the situation where waste or other substances are deposited intermediately or conclusively or are otherwise disposed of
   – without the approval of the owner of a landfill site / waste management plant and/or
   – through non-observance of the regulations and notices of the owner of the landfill site / waste management plant or his personnel and/or
   – on a landfill site not officially approved or another place not officially approved for this purpose and/or
   – using an erroneous or inadequate declaration.
8. Claims for damage caused by the waste generated or delivered by the insured person where the damage arises after the time of delivery;
9. Claims for damages caused by products manufactured or supplied by insured persons, through works or other services where the damage arises after performance of the services or completion of the works (product liability);
10. Claims against persons (insured persons and other co-insured persons), who cause the damage through the deliberate deviation from statutes, regulations or other governmental orders or decree binding on the insured person for the protection of the environment;
11. Claims against the persons (insured persons or other co-insured persons), who cause the damage through their deliberate failure to comply with the guidelines specified by the manufacturer or

demanded by the state of the art or with instructions for the application, regular checks, inspections or services or deliberately failures to carry out the necessary repairs;

12. Claims for damage resulting from the change of the groundwater level or its flow properties;

13. Claims for damage demonstrably resulting from war, other hostile actions, riots, civil commotion, general strikes, or illegal strikes or indirectly caused by interventions or action of public authorities. The same applies for damage caused by force majeure where elementary natural forces have had an impact.

14. Claims for damage caused by the insured person, a co-insured person or a person appointed or commissioned by it through the use of a motor vehicle or vehicle trailer.
Insurance cover is not extended to the liability in relation to damage caused by the insured person, a co-insured person or a person appointed or commissioned by it through the use of a vessel or for which a claim is made against them as the keeper or owner of a vessel.
If on the basis of these provisions no insurance cover is granted for an insured person (the insured person or co-insured persons) all other insured persons are accordingly not covered.
An activity performed on a motor vehicle, vehicle trailer and vessel is not a use within the definition of this provision if none of these persons are the keeper or owner of the vehicle/craft and if the vehicle/craft is not hereby put into operation.

15. Claims for damage resulting from blasting or demolition work where the damage is caused by
- blasting carried out on buildings and the damage is within a circumference of less than 150 metres,
- demolition work within a circumference the radius of which corresponds to the building to be demolished;

16. Compensation claims, caused by or emanating from own, hired, rented or leased property lots and/or buildings (but see para. 6);

17. in relation to salvaging wrecks, lifting vessels, the performance of repair and service work above and below water;

18. in relation to damage caused by diffusing old war munitions and similar;

19. in relation to damage caused by operating diving centres, hyperbaric chambers and similar;

20. in relation to damage arising from operating as a tour guide or tour operator;

4.7 Batch clause / excess / accumulation clause

1. In relation to the scope of the compensation payable by the insurer, the stated insured amounts form the upper limit for each insured event. This also applies where the insurance cover extends to several compensable persons.
Two or more insured events occurring during the period of validity of the insurance
- through the same environmental impact
- through two or more environmental impacts directly originating from the same cause or directly originating from similar causes, where there is a specific factual and temporal connection between the similar causes, irrespective of their actual occurrence are deemed to be one insured event occurring at the time of the first of these insured events. (Section 3 III 2 para. 1 sentence 3 GTCLI is cancelled.)

2. For each insured event, the insured person will be liable to pay
EUR 1,000.00 of the compensation payment.
Contrary to this, for insured events in the USA/Canada or which are asserted under the law of the USA and/or Canada, the insured person is liable to pay
EUR 10,000.00 himself.

3. Reference is made here to the accumulation clause pursuant to para. 1.7.

4.8 Run-off coverage

1. If the insurance agreement ends due to the complete or permanent cessation of the insured risk or through cancellation by the insurer or the policy holder, insurance cover endures for such bodily injury, property damage or financial losses pursuant to para. 4.1.1 which arose during the period of validity of the insurance, but which was/were not identified by the time the insurance agreement had come to an end, with the following provisions:
- The insurance cover applies for a period of three years from the time the insurance agreement ended.
- The insurance cover for the entire run-off coverage period is provided under the terms of the scope of insurance applicable at the end of the insurance agreement and namely to the amount of the nonutilised part of the insured amount of the insurance year in which the insurance arrangement ended.

2 Para. 1 applies accordingly in the case where during the period of the insurance agreement an insured risk partially ceases or an insured person is no longer included.

4.9 Insured events abroad

1. Included in the scope of para. 4.1 of these conditions – contrary to Section 4 I 3 GTCLI – too are insured events occurring abroad,
a) which were caused by an environmental impact occurring in the home country;
b) which were caused by an environmental impact resulting from an operational activity pursuant to para. 1.2 (see however the exclusions pursuant to para. 4.6, in particular para. 4.6.16 to 4.6.20).

Insurance cover is only available for those bodily injuries and property damage that are the result of a disruption occurring after the start of the agreement and where the disruption occurred suddenly and accidentally.
Costs incurred before the occurrence of the insured event pursuant to para. 4.5 and financial losses within the definition of para. 4.1.2 remain excluded from insurance cover.
There is no insurance cover in respect of the liability for foreign-based plant or places of business, e.g. sales offices, warehouses, dive centres and similar.

2. Excluded here from are compensation claims for occupational accidents and work-related illnesses of persons employed abroad by the insured persons or entrusted with the performance of work.
Insurance cover, however, is extended to compensation claims against the insured persons by reason of occupational accidents and work-related illnesses which are covered by the German Social Security Code VII (see Section 4 I 3 GTCLI).

3. The following additional provisions apply upon the assertion of compensation claims before US and/or Canadian courts or according to the law of the US and/or Canada:
Contrary to Section 3 III 4 GTCLI the expenses of the insurer made in respect of costs will be taken into account as payments made in respect of the insured amount.
Costs are:
Costs of attorneys, experts, witnesses and courts, costs incurred in the avoidance or mitigation of damage at the time of or after the insured event as well as costs in the ascertainment of the loss, including costs of travel not incurred by the insurer itself. This also applies where the costs were incurred as the result of the insurer's instructions.
Insurance cover is not extended to claims for compensation which have a penal character, in particular punitive and exemplary damages.
The sums insured for each insured person amount to
EUR 2,500,000 for bodily injury and property damage
EUR 100,000.00 for financial losses
with the same amount being available for all insured events occurring within an insurance year within the terms of the agreed insured amounts pursuant to para. 1.6.2.

4. The insurer will render payments of compensation in Euro. Where the payment destination is located outside of the states that belong to the European Monetary Union, the obligations of the insurer are deemed fulfilled from the time that the Euro sum is remitted for payment in a bank located in the European Monetary Union.

This English translation serves for information purposes only. The original German terms and conditions only are legally binding.

Extracts from the General Terms and Conditions of Liability Insurance

Section 1: Object of the Insurance

1. The insurer provides the policy holder with insurance cover for the event that a loss event occurs during the period the insurance is valid resulting in death, the injury or damage to the health of a person (bodily injury) or damage to or destruction of property (property damage) or a financial loss that is caused neither by a bodily injury nor damage to property (financial losses, see Section 4 I, 1), in respect of which a claim is made against him by a third party by reason of legal liability established under private law.

2. The insurance cover extends to the legal liability
b) from increases or extensions of the insured risk, provided these do not relate to the keeping or piloting of aircraft, land vehicles or vessels (apart from rowing boats).
The following will apply with respect to increases in the assumed risk that arise through the amendment of existing or the enactment of new legislation: The insurer is entitled to terminate the insurance agreement by giving a notice period of one month. The right of cancellation is extinguished if it is not exercised within one month from the time that the insurer becomes aware of the increase in risk, or where the situation that existed before the increase is restored;

c) with respect to risks that newly arise in relation to the policy holder following the conclusion of the insurance agreement pursuant to

Section 2 future risks cover

The following special conditions apply for future risks cover (Section 1 para. 2c) alongside the standard contractual provisions:

1. The insurance cover commences immediately after the new risk arises, without the requirement that it be specifically reported. The policy holder is obliged, however, upon the demand of the insurer, which may be communicated by means of a printed notice on a premium invoice, to report the newly established risk within one month after receiving this demand. If the policy holder fails to submit this notice within the stipulated period or if no agreement regarding a premium in respect of the new risk is reached with the insurer within one month of the notification, insurance cover ceases with respect to that risk retrospectively from the time it arose. If the insured event occurs before the notification of the new risk is submitted, the policy holder will be obliged to proof that the new risk only arose after the insurance was arranged at a time before the stipulated notification period had expired.

2. The insurance cover will be limited to EUR 500,000.00 for bodily injury and EUR 300,000.00 for property damage, unless lower insured amounts are set out in the insurance certificate.

3. The insurance cover does not extend to risks that are associated with

a) the ownership or operation of railways, theatres, cinemas and film businesses, circuses and grandstands, or for aircraft and vessels of whatever type (apart from rowing boats) and the navigating of such craft or for undertaking hunts;

b) manufacture, processing, storage, conveyance, application and trading of explosive substances, in respect of which a special official permit is required;

c) Driving or keeping motor vehicles.

Section 3: Inception and scope of the insurance cover

III.1 The obligation of the insurer extends to the examination of the issue of liability, the challenging of unjustified claims as well as the payment of compensation, which the policy holder is liable to pay by reason of an acknowledgement issued or approved by the insurer, a settlement agreed or approved by it or a judicial decision. If the insurer's obligation of payment is established the compensation is payable within two weeks.

If, in connection with a criminal case related to a loss event that could trigger a compensation claim protected under this insurance cover, the insurer desires or approves that defence counsel be instructed on behalf of the policy holder, the insurer shall be liable for the fee scale-based costs, or if separately agreed, the higher costs of the defence counsel. If the policy holder is liable by operation of law to pay a surety in respect of a pension payable on the grounds of an insured event, or if he has made a security deposit or collateral payment in order to stay execution of a court order, the insurer is obliged to pay the deposit or collateral payment instead of the policy holder.

2 In relation to the scope of the compensation payable by the insurer, the stated sums insured form the upper limit for each insured event. This also applies where the insurance cover extends to several compensable persons. Two or more temporally connected incidents of damage arising from the same cause or two or more incidents of damage resulting from the same defective goods are deemed to one insured event.

4 The expenses of the insurer made in respect of costs will not be taken into account as payments made in respect of the sums insured (however see para. IV, 1).

IV.1. If the compensation claims exceed the sums insured, the insurer is only responsible for paying legal costs corresponding to the proportion of the insured amount to the total sum of the claims, even where the matter concerns several actions arising from one insured event. In such cases the insurer is entitled to release itself from the obligation of making further payments through the payment of the sums insured and its portion of the costs accrued to date proportional to the sums insured.

Section 4: Exclusions

I. Unless otherwise expressly stated in the insurance certificate or its endorsements, the insurance cover does not extend to:

1. Compensation claims that due to contractual or other such promises extend over and beyond the policy holder's statutory liability, moreover, in cases of financial losses as defined by Section 1 para. 1, the insurance cover does not extend to compensation claims from contracts and the breach of civil servant duties by public policy holders or their civil servants and employees.

3. Compensation claims arising from insured events occurring abroad; claims established under Section 110 Social Security Code VII are covered however.

5. Compensation claims for property damage caused by gradual impact of heat, gases, steam, dampness, deposits (smoke, soot, dust and such like), also through sewage, the formation of fungus, subsidence of property (including a structure erected upon it or a part thereof), landslides, tremors resulting from pile driving, flooding by standing or flowing bodies of water as well as from field damage caused by grazing cattle or game.

6. Compensation claims for damage caused to third-party property,

b) caused by the commercial or occupational activity of the insured person on or with the same property (e.g. processing, repair, conveying, examining and such like) together with all the financial losses resulting there; in respect to damage to third-party real property this exclusion only applies insofar as the property or parts thereof were the direct object of the work activity.

If the conditions of the foregoing exclusions are established in the identity of the employee, worker or contractor of the policy holder, the insurance cover shall also not be valid both for the policy holder as well as for any persons co-insured under the insurance agreement.

The fulfilment of contracts and any substitute performance rendered instead of the contractual performance does not form part of the liability insurance, even where the matter concerns legal claims, likewise not a claim established under statutory assumption of risk (for incidental loss and incidental deterioration).

8. compensation claims for damage caused by environmental impact and all damage resulting there from.

This does not apply

a) within the terms of the private liability risk insurance

or

b) if compensation claims are raised against the policy holder by reason of damage caused by environmental impact, which was caused by products (including waste) manufactured or supplied by the policy holder, through works or other services following completion of the works (product liability), unless this results from the planning manufacture, delivery, supply, assembly, disassembly, maintenance and servicing of

- facilities designed to produce, process, store, deposit, convey or channel away water polluting substances (facilities defined under the Water Resources Act).
- facilities defined under Appendix 1 or 2 of the German Environmental Liability Act (facilities defined by Environmental Liability Act);
- facilities that under environmental protection legislation requires an approval or notification, insofar as it does not concern facilities as defined in the previous two sub-paragraphs;
- sewage facilities
- or parts that are evidently destined for such facilities

II. The following remain excluded from insurance cover:

5. compensation claims for damage caused by works or articles manufactured or supplied by the policy holder (or by contractors on the instructtions or on behalf of the policy holder) as a result of a cause existing in the manufacture or the supply and all financial losses resulting there from.

6. With respect to financial losses pursuant to Section 1 para. 1: compensation claims arising from

h) activities connected with data processing, rationalisation and automation, disclosure of information, translation, travel agency activities and tour operating.

Section 5: The insured event

1. An insured event within the definition of this agreement is a loss event that might lead to a compensation claim being raised against the policy holder.

This English translation serves for information purposes only. The original German terms and conditions only are legally binding.